

PUBLIC NOTICES.

(b) From the date on which this contract

granted by the Mayor until October 28, 1891, the annual sum of eight hundred dollars (\$800) for the use of the said street, and the sum of one hundred dollars (\$100) for each crossing herein authorized.

Second—The annual charges shall commence from the date upon which this contract is signed by the Mayor.

Third—The charges as above shall be paid to the treasury of the City on November 1 of each year, and shall be in advance. It is provided that the first annual payment shall be made by the time the next preceding payment is due. The time between the date upon which this contract is signed by the Mayor and the date when the following shall be paid is the whole of one year.

Any and all payments to be made by any person or persons for the use of the said street by the Company shall not be considered in any manner in the nature of a tax, but such payments shall be made in full to the Company, and all taxes of whatever kind or description, now or hereafter required to be paid by the board, or any law of the State of New York.

Fourth—The annual charges for the whole term of this contract (whether original or renewal), notwithstanding any other railroad or railway company providing for payment for railroads, shall be made in full to the Company at a different rate, and no assignment, lease or release of the rights or privileges hereby granted shall be made by the Company, or by any part thereof, shall be valid or effectual for any purpose unless the said assignment or lease or release shall be made in full to the Company, and the same part of the assignee or lessee that the same is subject to all the conditions and covenants created by this contract, and the same shall be bound by all of said conditions, especially those which are contained in any statute or in the charter of such assignee or lessee to the contrary notwithstanding.

Fifth—The Company waives any more favorable conditions created by any statute or in the charter of the Company, and waives any exemption or otherwise exemption from liability to perform each and all of the hereby granted.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, to any person or persons, in any manner, nor shall the title thereto, or right, interest or property therein, pass to any person or persons, by any act of the Company, or by operation of law, whether under the charter of the Company, or by any act of the Legislature, in the consolidation or merger of corporations or otherwise, without the consent of the Company, and the same shall be evidenced by an instrument under the seal of the Company.

Seventh—Any provision herein contained to the contrary notwithstanding, the Company, by its board of directors, may grant, give or waive of any part or more of such consents shall not be considered as a subsequent ratification of the same.

Eighth—Upon the termination of this original contract, the same may be renewed, either at the termination of the said renewal term, or upon the termination of the said original term, or upon the expiration of the said term, or upon the resolution of the Company before such termination, the tracks and other property of the Company shall be returned to the City, and the property of the City within the streets shall become the property of the City, and the same shall be used or disposed of by the City, or for any purpose whatsoever, or the same shall be sold or disposed of by the City, or by any person or persons, at the sole cost and expense of the Company.

Sixth—The Company shall commence and prosecute the construction of the works and improvements herein authorized within three (3) years from the date of the Mayor, otherwise the rights herein granted shall cease and determine. The time for the completion of the construction and the period for completion of the construction may be extended by the Mayor, and such extensions for either or both of these periods shall not exceed in the aggregate one (1) year.

Seventh—The Company shall pay the entire cost of the construction and maintenance of the works and improvements herein authorized, and in addition shall pay the following:

(a) The cost of the protection of all surface and subsurface structures which shall be injured in any way by the works and improvements herein authorized.

(b) All changes in sewer or other subsurface structures required by the construction of the said tracks, including the relaying or relaying of pipes, conduits, etc.

(c) The replacing or restoring the sewers, drains, etc., in case they are disturbed by the construction of the tracks.

(d) The inspection of all work done by the Company in the construction of the tracks as herein provided, which may be required by the President or the Commissioner of Water Supply, Gas and Electricity.

Eighth—Where the construction shall be begun, the Company shall obtain permits to go to the work from the President of the City of New York, and from the Commissioner of Water Supply, Gas and Electricity.

Ninth—The Company shall be bound by the provisions of the laws of the City of New York which are imposed upon it by these officials, as conditions of such permits, provided that the Company shall be exempted from these officials in the construction of said railroad tracks, and the mode of construction in detail the method of construction of said railroad tracks, and the mode of construction required by the construction of such tracks.

Tenth—The Company shall construct and maintain the railroad crossings shall be over their entire length between the lines of the street crossing, and the crossing shall be a paved way between the rails and for a width of two (2) feet outside thereof on each side, and the crossing shall be upon concrete foundation, or such other material as may be provided by the City of New York, and the crossing shall be in a manner acceptable to Richmond, and in such manner as to be approved by the City of New York at the expense of the Company, subject to the supervision, inspection and approval of the City of New York.

Eleventh—The City of New York who have jurisdiction in and over such matters as under the Charter of the City of New York.

Tenth—The Company shall assume all liability for the construction or operation of the railroad tracks and shall be bound by the provisions of the laws of the City of New York which the City shall assume no liability whatsoever of the same, and the Company hereby agrees to repay to the City of New York any reason of any acts or omissions of the City of New York.

Twelfth—Free and uninterrupted access

Thirteenth—Should the Company be allowed to operate as a street car line, it shall at all times keep the streets upon which the rails are laid clear of the rails, and shall maintain a distance of two feet beyond the said rails, on either side thereof, free and clear from ice and snow.

constructed on and across the said streets, and avenues from the surface of said streets, and the same shall be constructed and maintained as public streets, as directed by the Board, and in such manner as the Board may prescribe, and the same shall be subject to the authorities of the Borough at its own expense. And it further agrees, that if at any time during the term of the said contract and renewal thereof, proceedings shall be taken under the Railroad Law or any law of the State, looking to the removal of any street, under authority of this contract, then and in that event the Complainant agrees to cause the same to be authorized and construct the same across said streets, either over or under the same as may be required by the Board, and nothing contained herein shall be deemed to affect the rights or liabilities of the Company as to the tracks abraded laid by

Section Sixteenth.—Should the Company be allowed to erect and maintain any gates or barriers across the streets and avenues, it shall station policemen or authorized persons to keep the gates or barriers closed for the purpose of excluding pedestrians or vehicles from the tracks hereby authorized to be erected for such gates at such points as may be directed by the President of the Company.

Section Seventeenth.—In case of any violation of the provisions of this act, or failure to comply with any of the orders of the Board, contained, or without the powers herein reserved, the franchise or right of way hereby granted shall be forfeited by the Corporation within a period of ten (10) days to the Company.

the said Board, which said resolution may contain a provision to the effect that the railroad tracks and other structures constructed and in use by virtue of this contract shall thereupon become the property of the City. Provided, that such action by the Board shall not be taken until the Board shall give notice to the company to appear before the board on the day or days, not less than ten (10) days after the date of such notice, to show cause why the said resolution should not be adopted. If the company fails to appear, action may be taken by the board.